Ringo Services, Inc. *and* Local 324, International Union of Operating Engineers (IUOE), AFL–CIO.

Cases 07–CA–209485 and 07–CA–214290

July 29, 2020

DECISION, ORDER, AND NOTICE TO SHOW CAUSE

BY CHAIRMAN RING AND MEMBERS KAPLAN AND EMANUEL

The General Counsel seeks a default judgment in this case because Ringo Services, Inc. (the Respondent) has failed to file an answer to the consolidated complaint and compliance specification. A charge and amended charge were filed by Local 324, International Union of Operating Engineers (IUOE), AFL–CIO (the Union), in Case 07–CA–209485 on November 7, 2017, and January 30, 2018, respectively, and a charge was filed by the Union in Case 07–CA–214290 on February 5, 2018. On December 11, 2018, the Acting Regional Director for Region 7 approved an informal settlement agreement. Thereafter, having concluded that the informal settlement agreement should be vacated and set aside, the General Counsel issued a reissued consolidated complaint and order revoking settlement, a compliance specification, an order consolidating the reissued consolidated complaint, as amended, and compliance specification, and an answer requirement and notice of consolidated hearing (the consolidated complaint and compliance specification) on May 14, 2019, alleging that the Respondent has violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act). On May 22, 2019, the General Counsel served the consolidated complaint and compliance specification on the Respondent again, at a newer address. The Respondent failed to file an answer.

On June 17, 2019, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. Thereafter, on June 20, 2019, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. On September 13, 2019, and November 21, 2019, the Board issued a Supplemental Notice to Show Cause and a Second Supplemental Notice to Show Cause, respectively, attempting service on the Respondent at additional addresses. The Respondent filed no response to any of the notices. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. Similarly, Section 102.56 of the Board's Rules and Regulations provides that the allegations in a compliance specification will be taken as true if an answer is not filed within 21 days from service of the compliance specification. In addition, the consolidated complaint and compliance specification affirmatively stated that unless an answer was received by June 4, 2019, the Board may find, pursuant to a motion for default judgment, that the allegations in the consolidated complaint and compliance specification are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated June 7, 2019, advised the Respondent that unless an answer was filed by June 14, 2019, the Region would have no alternative but to pursue a default judgment. Nevertheless, the Respondent failed to file an answer to the consolidated complaint and compliance specification.[1]

[1] The General Counsel's motion for default judgment and attached exhibits indicate that the consolidated complaint and compliance specification was initially served on the Respondent by certified mail, return receipt requested, at a Detroit address that is out of date (the old Detroit address). On May 22, 2019, the consolidated complaint and compliance specification was again served on the Respondent, this time by regular mail to a different Detroit address, which the Respondent's chief executive officer, in a February 11, 2019 email, had identified as the Respondent's new address and which was also the address registered with the State of Michigan for service of process on the Respondent (the State-registered address). On the same date, according to an exhibit attached to the motion, the Region sent a courtesy copy of the consolidated complaint and compliance specification to the Respondent's chief executive officer at his email address, and there is no indication in the record that the email was returned as undeliverable. The Region's June 7 reminder letter, with another copy of the consolidated complaint and compliance specification attached, was served on the Respondent by regular mail to the State-registered address. Neither of the copies sent by regular mail was returned as undeliverable. The General Counsel's motion for default judgment was served on the Respondent by regular mail to three addresses—the old Detroit address, the State-registered address, and an address in Chicago—and the record does not indicate that it was returned as undeliverable.

It is well settled that a respondent's failure or refusal to accept certified mail or to provide for appropriate service cannot serve to defeat the purposes of the Act. See, e.g., *Cray Construction Group, LLC*, 341 NLRB 944, 944 fn. 5 (2004); *I.C.E. Electric, Inc.*, 339 NLRB 247, 247 fn. 2 (2003). Further, the failure of the postal service to return documents served by regular mail indicates actual receipt of those documents by the Respondent. Id.; *Lite Flight, Inc.*, 285 NLRB 649, 650 (1987), enfd. sub nom. *NLRB v. Sherman*, 843 F.2d 1392 (6th Cir. 1988).

The Region informed the Board's Office of the Executive Secretary by telephone that it has no current contact information for the Respondent and that it believes the Respondent has closed its business, an inference supported by the Respondent's multiple undeliverable addresses and the State of Michigan's online business registry, which reflects that

The record indicates that, since at least May 17, 2019, the Respondent has not been represented by counsel in this proceeding.[2] Although the Board, unlike the federal courts,[3] permits respondent corporations to appear without counsel, the Board has consistently held that the choice to forgo representation by counsel does not establish good cause for failing to file a timely answer. See, e.g., *Patrician Assisted Living Facility*, 339 NLRB 1153, 1153 (2003); *Sage Professional Painting Co*., 338 NLRB 1068, 1068 (2003). See also *Starrs Group Home, Inc*., 357 NLRB 1219, 1219–1220 (2011); *Lockhart Concrete*, 336 NLRB 956, 957 (2001).

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the consolidated complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment as to those allegations. For the reasons stated below, we deny the Motion for Default Judgment with respect to the allegations in the compliance specification regarding amounts owed to the Union as a remedy for the Respondent's unlawful failure to remit dues deducted from employees' pay. In all other respects, we grant the Motion for Default Judgment with respect to the compliance specification.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a corporation with an office and place of business in Detroit, Michigan (the Detroit facility), and has been engaged in providing facility maintenance services at certain Detroit Public Schools Community District (DPSCD) facilities.

At all material times, the Respondent and Lakeshore-Rickman JV LLC (Lakeshore) have been parties to a contract that provides that the Respondent is the agent for Lakeshore in connection with providing facility management services for DPSCD.

About April 2017, the Respondent assumed certain DPSCD facility management services of Lakeshore, and, until about April 2018, continued to operate the business of Lakeshore in basically unchanged form at those DPSCD facilities, and, at those DPSCD facilities, employed as a majority of its employees individuals who were previously employees of Lakeshore.

Based on its operations described above, we find that the Respondent has continued the employing entity and is a successor to Lakeshore.

In conducting its operations during the calendar year ending December 31, 2017, a representative period, the Respondent provided services valued in excess of $50,000 for DPSCD, an enterprise within the State of Michigan, and directly engaged in interstate commerce.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times, the following individuals have held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Dan Ringo-Chief Executive Officer
Alex Riley-Chief Operating Officer

2. The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time employees employed by the Respondent as Stationary Engineers and Boiler Operators in Detroit Public Schools Community District buildings, and buildings related to Detroit Public Schools Community District, all of whom are hereinafter referred to as "employees" and classified in positions as listed in Article XVII, Wages and Classifications, contained in the collective bargaining agreement dated August 13, 2014, through August 12, 2017, between the [Union] and Lakeshore.

(a) From about August 2014 until about April 2017, the Union had been the exclusive collective-bargaining representative of the unit employed by Lakeshore, and during that time the Union had been recognized as such

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the Respondent was dissolved as of July 19, 2019. It is well established that a respondent's asserted or actual cessation of operations does not excuse it from filing an answer to a complaint or a compliance specification. See, e.g., *UNY LLC d/b/a General Super Plating*, 367 NLRB No. 113, slip op. at 1 fn. 2 (2019); *Cobalt Coal Corp. Mining, Inc.*, 367 NLRB No. 45, slip op. at 1–2 fn. 2 (2018); *OK Toilet & Towel Supply, Inc.*, 339 NLRB 1100, 1100–1101 (2003); *Dong-A Daily North America*, 332 NLRB 15, 15–16 (2000).

[2] On May 15, 2019, the Region sent a courtesy copy of the consolidated complaint and compliance specification to the Respondent's counsel of record by email, but the Region received a letter in response on May 17, 2019, stating that the attorney no longer represented the Respondent.

[3] See *Rowland v. California Men's Colony, Unit II Men's Advisory Council*, 506 U.S. 194, 201–202 (1993) ("It has been the law for the better part of two centuries . . . that a corporation may appear in the federal courts only through licensed counsel."); *Palazzo v. Gulf Oil Corp*., 764 F.2d 1381, 1385 (11th Cir. 1985) ("The rule is well established that a corporation is an artificial entity that can act only through agents, cannot appear pro se, and must be represented by counsel."), cert. denied, 474 U.S. 1058 (1986).

representative by Lakeshore. The recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from August 13, 2014, to August 12, 2017.

(b) Since about April 2017, based on the facts described above, the Union has been the designated exclusive collective-bargaining representative of the unit.

(c) Since about August 2013 to about April 2017, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit employed by Lakeshore.

(d) At all times since April 2017, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Respondent's employees in the unit.

3. In about April 2017, the Respondent adopted the terms and conditions set forth in the collective-bargaining agreement described above in paragraph 2(a) and applied various terms and conditions set forth in the collective-bargaining agreement to its unit employees and continued to adhere to those terms and conditions until about August 6, 2017.

4. Since about November 2017, following the expiration of the collective-bargaining agreement, the Respondent has failed to remit to the Union dues deducted pursuant to valid, unexpired, and unrevoked employee check-off authorizations.

5. Since about August 6, 2017, the Respondent has failed to adhere to the terms and conditions set forth in the collective-bargaining agreement described above by, among other things:

(a) On about August 6, 2017, the Respondent ceased remitting payments to the apprenticeship fund.

(b) On about October 1, 2017, the Respondent ceased remitting payments to the central pension fund and the annuity fund.

(c) On about October 31, 2017, the Respondent switched health care providers from Blue Cross Blue Shield to Total Health Care for unit employees.

(d) On about October 31, 2017, the Respondent increased health care deductibles and premiums for unit employees.

(e) On about November 1, 2017, the Respondent, after recalling unit employees from layoff, placed the recalled unit employees in a lower classification.

(f) On about November 24, 2017, the Respondent ceased paying unit employees holiday pay for the Friday after Thanksgiving.

(g) On about October 31, 2017, the Respondent ceased remitting payments to the health care plan that is identified in the collective-bargaining agreement described above.

6. The subjects set forth above in paragraph 5 relate to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining.

7. The Respondent engaged in the conduct described above in paragraph 5 without prior notice to the Union and without affording the Union an opportunity to bargain with the Respondent with respect to this conduct and effects of this conduct and without first bargaining to an overall good-faith impasse for a successor collective-bargaining agreement.

8. In disposition of Cases 07–CA–209485 and 07–CA–214290, the Respondent entered into a settlement agreement, which was approved by the Acting Regional Director on December 11, 2018.[4]

(a) Since about January 15, 2019, by failing to make agreed-upon monthly payments and failing to post and mail a notice to employees, the Respondent has failed and refused to comply with the settlement agreement described above in paragraph 8.

(b) In light of the conduct described above in paragraph 8(a), the Respondent violated the terms of the settlement agreement described above.

CONCLUSIONS OF LAW

1. By the conduct described above in paragraph 4, the Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

2. By the conduct described above in paragraphs 5 and 7, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act.

3. The Respondent's unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) by unilaterally implementing changes concerning health

[4] The settlement agreement provided that:

> Respondent agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Consolidated Complaint previously issued on April 20, 2018 and the Amendment to the Consolidated Complaint previously issued on October 26, 2018 in the instant cases.

insurance benefits, layoff and recall, holiday pay, and fringe benefit payments, we shall order the Respondent to make the benefit funds and the unit employees whole. Specifically, we shall order the Respondents to make all such delinquent fund contributions on behalf of unit employees in the amounts set forth in the compliance specification and the Attachment, with interest accrued to the date of payment, as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010), and minus tax withholdings required by Federal and State laws.

In addition, the Respondent shall make the employees whole for any expenses they may have incurred as a result of the Respondents' failure to make such payments as set forth in the Attachment and in *Kraft Plumbing & Heating*, 252 NLRB 891, 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981), such amounts to be computed in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons*, above, compounded daily as prescribed in *Kentucky River Medical Center*, above.[5]

We shall also order the Respondent to make the unit employees whole for any loss of earnings and other benefits they may have suffered as a result of the Respondent's unlawful conduct by paying them the amounts set forth in the compliance specification and the Attachment,[6] such amounts to be computed in the manner set forth in *Ogle Protection Service*, above, with interest accrued to the date of payment as prescribed in *New Horizons*, above, compounded daily as prescribed in *Kentucky River Medical Center*, above, and minus tax withholdings required by Federal and State laws.

The compliance specification alleges that the Respondent owes the Union $4341.09 for its unlawful failure to remit to the Union dues deducted from employees' pay. As the Board explained in *Betteroads Asphalt, LLC,* 369 NLRB No. 114, slip op. at 1–2 (2020), an employer may lawfully cease deducting dues from employees' pay following the expiration of the collective-bargaining agreement containing a dues checkoff provision, but it violates Section 8(a)(1) of the Act if it continues to deduct dues without remitting them to the Union. The remedy for such a violation, however, is an order requiring the employer to return the funds to the employees, with interest. Id. at 4–5. Accordingly, we deny the Motion for Default Judgment with respect to this aspect of the compliance specification, and we shall sever and retain the relevant allegations and issue below a notice to show cause why the remedy for the violation of Section 8(a)(1) should not be modified to comport with *Betteroads Asphalt*, above.

The Respondent shall also be required to remove from its files any and all references to the unlawful placement of employees Cheryl Cowan, Morris Mims, and Travis Piggee in a lower classification after their recall from layoff and to notify Cowan, Mims, and Piggee in writing that this has been done and that the unlawful conduct will not be used against them in any way.

We shall also order the Respondent to compensate the unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards and file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee, in accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016).

Finally, because the Respondent's Detroit facility appears to have closed, we shall order the Respondent to mail a copy of the attached notice to the Union and to the last known addresses of its former unit employees to inform them of the outcome of this proceeding.

ORDER

The National Labor Relations Board orders that the Respondent, Ringo Services, Inc., Detroit, Michigan, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Interfering with, restraining, or coercing employees by failing to remit to Local 324, International Union of Operating Engineers (IUOE), AFL–CIO (the Union) dues deducted pursuant to valid, unexpired, and unrevoked employee check-off authorizations.

(b) Failing and refusing to bargain collectively and in good faith with the Union at times when it is the exclusive collective-bargaining representative of employees in the following unit, by changing the terms and conditions of

[5] To the extent that an employee has made personal contributions to a fund that are accepted by the fund in lieu of the Respondent's delinquent contributions during the period of the delinquency, the Respondent will reimburse the employee, but the amount of such reimbursement will constitute a setoff to the amount that the Respondent otherwise owes the fund.

[6] Par. 7 of the compliance specification cites Attachment I to support its calculation of $329,743.87 as the amount the Respondent owes, before interest and excess tax liability. Attachment I, however, shows a figure of $329,718.32, reflecting a difference of $25.55 between the totals. In the absence of an obvious reason for the difference, we order the Respondent to pay the amount alleged in the text of the compliance specification itself, which the Respondent has not disputed, less the $4341.09 attributable to the Respondent's failure to remit union dues, as discussed below. If the General Counsel determines, however, that Attachment I, reduced by $4341.09, reflects the correct dollar amount, the General Counsel should use that base figure and calculate the updated interest and excess tax liability accordingly.

employment of its unit employees without first notifying the Union and giving it an opportunity to bargain:

> All full-time employees employed by the Respondent as Stationary Engineers and Boiler Operators in Detroit Public Schools Community District buildings, and buildings related to Detroit Public Schools Community District, all of whom are hereinafter referred to as "employees" and classified in positions as listed in Article XVII, Wages and Classifications, contained in the collective-bargaining agreement dated August 13, 2014, through August 12, 2017, between the [Union] and Lakeshore.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Make whole employees Maurice Anderson, Robbie Brown, Robert Byrd, Cheryl D. Cowan, Tony Evans, Debra Frazier, Davida M. Green, Daryn Guinn, Helen Hardy, Robert L. Harvey, Frank E. Johnson, Morris Mims, Travis R. Piggee, Gerald L. Ross, Kumash Shah, Bruce O. Smith, Bryan G. Smith, Anthony Sykes, Denise A. Tarver, and Kirkland Williams for any loss of earnings and other benefits suffered as a result of the Respondent's unlawful conduct, by paying them the amounts shown opposite their names in the Attachment, plus interest accrued to the date of payment and minus tax withholdings required by Federal and State laws, as set forth in the remedy section of this decision.

(b) Remove from the Respondent's files any and all references to the unlawful placement of employees Cheryl D. Cowan, Morris Mims, and Travis R. Piggee in a lower classification after their recall from layoff and notify them in writing that this has been done and that the unlawful conduct will not be used against them in any way.

(c) Compensate affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 7, within 21 days from the date of this Order, a report allocating the backpay awards to the appropriate calendar years for each employee.

(d) Remit to the Union's Health Care Plan, Pension Fund, Annuity Fund, and Apprentice Fund the amounts shown opposite their names in the Attachment, plus interest accrued to the date of payment and minus tax withholdings required by Federal and State laws, as set forth in the remedy section of this decision.

(e) Preserve and, within 14 days of a request or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents all payroll records, social security payment records, timecards, personnel records and reports, and all other records including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay and remittances due under the terms of this Order.

(f) Within 14 days after service by the Region, duplicate and mail, at its own expense and after being signed by the Respondent's authorized representative, copies of the attached notice marked "Appendix,"[7] to the Union and to all unit employees who were employed by the Respondent at any time since August 6, 2017. In addition to the physical mailing of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.[8]

(g) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the portion of paragraph 1 of the compliance specification pertaining to dues remittances owed to the Union and paragraph 3(c) of the compliance specification are hereby severed and retained for further consideration.

In addition, NOTICE IS GIVEN that cause be shown, in writing, filed with the Board in Washington, D.C., on or before August 12, 2020 (with affidavit of service on the parties to this proceeding), why the Respondent's failure to remit to the Union dues deducted pursuant to valid, unexpired, and unrevoked employee check-off authorizations should not be remedied, in accordance with *Betteroads Asphalt, LLC,* 369 NLRB No. 114 (2020), by reimbursement to individual employees of the dues each employee paid, in the amounts set forth in Attachment D of the consolidated complaint and compliance

[7] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Mailed by Order of the National Labor Relations Board" shall read "Mailed Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

[8] In light of the apparent permanent closure of the facility involved in these proceedings, we do not modify the notification remedy as set forth in *Danbury Ambulance Service, Inc.*, 369 NLRB No. 68 (2020) (holding that, if facility involved in proceedings is closed due to Coronavirus Disease 2019 (COVID-19) pandemic, notification obligation is delayed until 14 days after facility reopens and substantial complement of employees have returned to work).

specification, plus interest accrued to the date of payment, as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Any briefs or statements in support of the motion shall be filed on the same date.

Dated, Washington, D.C. July 29, 2020

John F. Ring, Chairman

Marvin E. Kaplan, Member

William J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail to remit to Local 324, International Union of Operating Engineers (IUOE), AFL–CIO (the Union) dues deducted pursuant to valid, unexpired, and unrevoked employee check-off authorizations.

WE WILL NOT fail and refuse to bargain collectively and in good faith with the Union at times when it is the exclusive collective-bargaining representative of our employees in the following unit, by changing the terms and conditions of employment of its unit employees without first notifying the Union and giving it an opportunity to bargain:

All full-time employees employed by the Respondent as Stationary Engineers and Boiler Operators in Detroit Public Schools Community District buildings, and buildings related to Detroit Public Schools Community District, all of whom are hereinafter referred to as "employees" and classified in positions as listed in Article XVII, Wages and Classifications, contained in the collective-bargaining agreement dated August 13, 2014, through August 12, 2017, between the [Union] and Lakeshore.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL make whole our employees Maurice Anderson, Robbie Brown, Robert Byrd, Cheryl D. Cowan, Tony Evans, Debra Frazier, Davida M. Green, Daryn Guinn, Helen Hardy, Robert L. Harvey, Frank E. Johnson, Morris Mims, Travis R. Piggee, Gerald L. Ross, Kumash Shah, Bruce O. Smith, Bryan G. Smith, Anthony Sykes, Denise A. Tarver, and Kirkland Williams for any loss of earnings and other benefits suffered as a result of our unfair labor practices, paying them the amounts set forth in the Board's Order, plus interest.

WE WILL remove from our files any and all references to the unlawful placement of employees Cheryl D. Cowan, Morris Mims, and Travis R. Piggee in a lower classification after their recall from layoff, and WE WILL notify them in writing that this has been done and that the unlawful conduct will not be used against them in any way.

WE WILL compensate affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 7, within 21 days of the date of the Board's Order, a report allocating the backpay awards to the appropriate calendar years for each employee.

WE WILL remit to the Union's Health Care Plan, Pension Fund, Annuity Fund, and Apprentice Fund the amounts set forth in the Board's Order, plus interest.

RINGO SERVICES, INC.

The Board's decision can be found at or www.nlrb.gov/case/07-CA-209485 by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

ATTACHMENT

Claimant	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay + Expenses	Excess Tax	Total
Anderson, Maurice	165.92		639.54	805.46	8.89	814.35
Brown, Robbie	237.04		640.31	877.35	9.74	887.09
Byrd, Robert	165.92		2,341.13	2,507.05	27.31	2,534.36
Cowan, Cheryl D.	9,800.31		2,334.31	12,134.62	134.23	12,268.85
Evans, Tony	237.04			237.04	2.81	239.85
Frazier, Debra	189.60		639.54	829.14	9.17	838.31
Green, Davida M.	213.28		369.36	582.64	6.53	589.17
Guinn, Daryn	165.92		639.54	805.46	8.89	814.35
Hardy, Helen	165.92		60.00	225.92	2.70	228.62
Harvey, Robert L.	237.04		480.00	717.04	8.00	725.04
Johnson, Frank E.	189.60		639.54	829.14	9.17	838.31
Mims, Morris	10,265.74			10,265.74	114.12	10,379.86
Piggee, Travis R.	3,197.29		639.54	3,836.83	42.55	3,879.38
Ross, Gerald L.	165.92			165.92	1.97	167.89
Shah, Kumash	237.04			237.04	2.81	239.85
Smith, Bruce O.	165.92		523.26	689.18	7.77	696.95
Smith, Bryan G.	189.60			189.60	2.25	191.85
Sykes, Anthony	165.92		639.54	805.46	8.89	814.35
Tarver, Denise A.	237.04		813.52	1,050.56	11.87	1,062.43
Williams, Kirkland	165.92		2,334.31	2,500.23	27.24	2,527.47
Health Care	119,328.30			119,328.30		119,328.30

Pension Fund	114,283.30			114,283.30		114,283.30
Annuity Fund	38,094.43			38,094.43		38,094.43
Apprentice Fund	13,379.78			13,379.78		13,379.78
Total	311,643.79		13,733.44	325,377.23	446.91*	325,824.13*

* Attachment I to the Consolidated Complaint and Compliance Specification shows one cent less for each of these calculations. Further, Attachment I's totals for the columns reflecting Net Backpay, Net Backpay + Expenses, and Total include $4341.09 attributable to union dues, as to which we deny default judgment.